

REMARKS

Amendments to the Specification

Applicant has amended the specification herein to correct minor typographical, grammatical, and spacing errors and to provide proper correspondence between the written description and the drawings, as required by the Examiner. However, Applicant has not corrected the spacing issue between Claims 5 and 6 because the spacing is included to provide the entirety of independent Claim 6 on a single page. No new matter has been added.

Amendments to the Claims

Claims 1-3, 6, 10, 11, and 15-31 are pending in the present application, with Claims 1, 6, and 26 being independent. Applicant has amended Claims 1-3, 6, 10, and 11 herein. Applicant also has added new Claims 15-31 to provide an additional scope of protection commensurate with the original disclosure. Additionally, Applicant has canceled Claims 4, 5, 7-9, and 12-14 herein without prejudice to or disclaimer of the subject matter recited therein. No new matter has been added.

Claim Rejections Under 35 U.S.C. § 112, second paragraph

In the Office Action dated February 9, 2005, the Examiner rejected Claims 1-5 and 13-14 under 35 U.S.C. § 112, second paragraph, as allegedly being indefinite for lacking antecedent basis for certain claim terms. Applicant has amended independent Claim 1 to provide proper antecedent basis. Claims 2-3 depend from amended independent Claim 1. Applicant has canceled Claims 4, 5, 13 and 14. Accordingly, Applicant submits that the rejection under 35 U.S.C. § 112, second paragraph, should be withdrawn.

Claim Rejections Under 35 U.S.C. § 101

In the Office Action, the Examiner rejected Claims 6-14 under 35 U.S.C. § 101 as allegedly being directed to non-statutory subject matter. Applicant has amended independent Claim 6 to recite a computer component that performs one of the recited method steps. Claims

10 and 11 depend from amended independent Claim 6. Applicant has canceled Claims 7-9 and 12-14. Accordingly, Applicant submits that the rejection under 35 U.S.C. § 101 should be withdrawn.

Claim Rejections Under 35 U.S.C. § 102

In the Office Action, the Examiner rejected Claims 1-14 under 35 U.S.C. § 102(e) as allegedly being anticipated by U.S. Patent Application Publication No. US 2001/0037273 to Greenlee (hereinafter Greenlee). Applicant respectfully traverses that rejection.

Independent Claim 1

The rejection of Claim 1 is respectfully traversed. Applicant submits that the document cited by the Examiner fails to describe, teach, or suggest at least the feature of, in response to receiving the predetermined information about the selected real estate property, the leasing program module accessing the property-related data to obtain comparables data relevant to the selected real estate property, populating a lease agreement based on the predetermined information about the selected real estate property, and presenting the populated lease agreement and the comparables data, as presently recited in independent Claim 1.

The Greenlee reference describes a property leasing system comprising individual modules, including a transaction management application and a property database for storing data supplied by property providers and property users. The system allows users to access the property database to research properties, send a request for proposal to the provider of the property, review proposals from the provider, and complete the deal by executing lease documents with the provider.

Greenlee teaches that a lease document is already contained within or posted to the collaboration database by the owner of the property. In Greenlee, the parties collaborate online to agree to certain lease terms, and when an agreement is reached copies of the lease are drafted and forwarded for execution by all parties. Accordingly, Applicant submits that Greenlee fails to teach or suggest a leasing program module that populates a lease agreement based on the predetermined information about the selected real estate property, as presently recited in

independent Claim 1. Applicant further submits that Greenlee fails to teach or suggest presenting the populated lease agreement and the comparables data relevant to the selected real estate property, as presently recited in independent Claim 1.

In light of the differences between independent Claim 1 and the Greenlee reference, Applicant submits that Greenlee fails to teach or suggest at least the features discussed above. Accordingly, Applicant respectfully requests reconsideration and withdrawal of the rejection of Claim 1.

New Dependent Claim 16

New Claim 16 depends from independent Claim 1 and further distinguishes the invention from the cited document. Applicant submits that Greenlee also fails to describe, teach, or suggest at least the feature of a remote database maintained by a party other than the party responsible for the property management services server, where the remote database stores real estate property-related data, including property comparables data for multiple real estate properties, and where the leasing program module accesses the remote database to obtain the comparables data relevant to the selected real estate property, as presently recited in Claim 16.

Greenlee teaches a property leasing system comprising a computer system coupled to an operating transaction management application, a transaction management database, an “in-house” property database, and a collaboration database. Greenlee describes a self-contained system that does not access property-related databases maintained by a party other than the party responsible for the “in-house” database. Thus, Applicant submits that Greenlee fails to teach or suggest a remote database being maintained a party other than the party responsible for the property management services server and storing real estate property-related data.

New Dependent Claim 17

New Claim 17 depends from independent Claim 1 and further distinguishes the invention from the cited document. New Claim 17 recites a feature regarding a site visit agent, which will be discussed in more detail hereinafter with reference to independent Claim 6. Accordingly,

Applicant submits that Claim 17 is patentable over the cited document for reasons similar to those discussed below with reference to Claim 6.

Independent Claim 6

The rejection of Claim 6 is respectfully traversed. Applicant submits that Greenlee fails to describe, teach, or suggest at least the features of storing information for a plurality of site visit agents that support on-site property review and analysis of real estate properties and selecting a site visit agent, based on the stored information, to perform an on-site property review and analysis of the matching owner property, as presently recited in independent Claim 6.

Greenlee fails to disclose any features relating to a site visit agent. Specifically, Greenlee states that the parties to a commercial lease transaction include tenants, brokers, landlords, leasing agents, and asset managers. However, none of those parties is a site visit agent. As defined in Applicant's original specification, "[a] site visit agent, typically based in a location proximate to the property or space of interest, can support a purchase or lease decision by showing the property or space to the parties of a transaction, such as tenants, owners, and lenders. For example, a site visit agent can visit a building or space of interest with an owner or purchaser and offer her expertise about the visit site, including configuration alternatives, build-out costs, etc. In contrast to a real estate broker, who often juggles several real estate transaction tasks at once, a site visit agent is focused solely on showing properties on behalf of her customer." See paragraph 0027 of Applicant's original specification. Accordingly, Applicant submits that Greenlee fails to teach or suggest at least the feature of the site visit agent recited in independent Claim 6 and further fails to teach or suggest storing information for site visit agents and selecting one of the site visit agents to perform an on-site property review and analysis. New Claim 26, which depends from independent Claim 6, further defines the site visit agent and further distinguishes the claimed invention from Greenlee.

In light of the differences between independent Claim 6 and the Greenlee reference, Applicant submits that Greenlee fails to describe, teach, or suggest at least the features discussed above. Accordingly, Applicant respectfully requests reconsideration and withdrawal of the rejection of Claim 6.

New Dependent Claim 25

New Claim 25 depends from independent Claim 6 and further distinguishes the invention from the cited document. New Claim 25 recites a feature similar to the populating feature discussed previously herein with reference to Claim 1. Accordingly, Applicant submits that Claim 25 is patentable over the cited document for similar reasons.

New Independent Claim 27

New independent Claim 27 recites features similar to the features of independent Claims 1 and 6 and dependent Claim 16 discussed above. Accordingly, Applicant submits that independent Claim 27 also is patentable over the cited document for similar reasons.

Summary

Based on the above, Applicant submits that independent Claims 1, 6, and 27 are patentable over the documents cited by the Examiner. Additionally, the remaining claims depend from one of the independent claims either directly or indirectly and are submitted to be patentable for similar reasons. The dependent claims also recite additional features further defining the present invention over the cited document, and Applicant submits that the cited document does not teach or suggest integrating those features into the presently claimed invention. Applicant has discussed in detail above only a few of the dependent claim features. Accordingly, Applicant requests separate and individual consideration of each dependent claim.

CONCLUSION

Applicant submits the foregoing as a full and complete response to the Official Action dated February 9, 2005. Applicant submits that this Amendment and Response places the application in condition for allowance and respectfully requests such action. If any issues exist that can be resolved with an Examiner's Amendment or a telephone conference, please contact Applicant's undersigned attorney at 404.572.2809.

Respectfully submitted,



William O. Isaacs, II
Reg. No. 44,165

King & Spalding LLP
45th Floor
191 Peachtree Street, N.E.
Atlanta, Georgia 30303
404.572.4600